

COLLECTIVE BARGAINING AGREEMENT

Between the

GREENVILLE SCHOOL DEPARTMENT
UNION#60

And the

GREENVILLE EDUCATION ASSOCIATION
SUPPORT STAFF

JULY 1, 2019 - JUNE 30, 2022

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PREAMBLE

This Agreement entered into this _____ day of May 2019 by and between the Greenville Education Association Support Staff (hereinafter called the Association), and the Greenville School Committee (hereinafter called the Committee) of the Town of Greenville.

WITNESSETH

Whereas the Committee and the Association have a statutory obligation, pursuant to the Municipal Public Employees Labor Relations Act under Title 26, Chapter 9-A, MRSA to confer and negotiate in good faith with respect to wages, hours, working conditions and contract grievance arbitration; and Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 - RECOGNITION

- A. The Committee hereby recognizes the Association as the sole and exclusive bargaining representative for the non-certified support staff (i.e. secretaries, custodians, maintenance, assistant head cooks, cooks, and educational technicians), who are defined as public employees pursuant to 26 M.R.S.A. 962 (6) excluding the building and grounds supervisor, central office staff and the lunch program supervisor.
- B. Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.
- C. The Association secretary shall submit to the Chair of the Committee and the Committee secretary by October 1 of each year a list of active members of the Association.

ARTICLE 2 - NEGOTIATION PROCEDURE

- A. No later than February 1st of the year of expiration of this Agreement, either party may notify the other of its intent to begin negotiating a successor Agreement. Within ten calendar (10) days after receipt of such notice, designated representatives of the Committee shall meet with designated representatives of the Association. Any agreement negotiated and ratified by the parties shall be signed by the Committee and the Association and shall apply to all employees. Sessions will be held in executive session unless both parties agree to a different procedure.
- B. During negotiations, the Committee and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals. When requested by

and for the Association, the Committee shall make available for inspection all pertinent public records, data and information of the Greenville School Department.

- C. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. Purpose

- 1. For the purpose of this Agreement, the following procedure is to secure at the lowest possible level solutions to disagreements or disputes between the Committee and any employee or group of employees about the meaning or application of the terms of this Agreement.
- 2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any member of the administration, and having such grievances adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of the Agreement.

B. Definitions

- 1. A "grievance" is an alleged violation of a specific term of this Agreement or any dispute with respect to its meaning or application.
- 2. An "aggrieved person" is the employee or employees making the claim.
- 3. A "party in interest" is the employee or employees making the claim and any person who might be required to take action or against whom an action might be taken to resolve the claim,
- 4. "Days" shall mean working school days, excepting as provided in C. 2 below.

C. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum. The time limits specified may, however, be extended or shortened by mutual written agreement.
2. Between the end of one school year and the beginning of the next school year, the time limits set forth herein shall refer to regular week days, Monday through Friday, excepting legal holidays.

D. Informal Procedure

If an employee feels that he/she may have a grievance, he/she shall first discuss the matter with the administrator concerned in an effort to resolve the problem informally. The employee involved will notify the Association of any resolution made during the informal level, and if a meeting of the parties is required for said resolution, an Association representative shall be present.

E. Formal Procedure

1. Level One - Superintendent
 - a. If the aggrieved person is not satisfied with the outcome of the informal procedure, he/she may present his/her claim as a formal grievance in writing within twenty (20) days after the aggrieved person knew or should have known of the events or conditions constituting the alleged grievance. The written grievance shall specifically identify the clause or clauses grieved and give reasons why he/she believes the contract has been violated and the remedy sought.
 - b. The Superintendent shall within ten (10) days of receipt of the grievance, meet with the aggrieved person for the purpose of resolving the grievance. Representatives of the Association shall be present.
 - c. The Superintendent shall, within ten (10) days after the meeting, render his/her decision and the reasons therefore in writing to the aggrieved person, with a copy to the Association President.
2. Level Two - Committee
 - a. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, he/she may within ten (10) days after receiving the

Superintendent's response, request in writing a meeting on the matter before the Committee.

- b. The Committee shall, within fifteen (15) days or at its next regularly scheduled meeting, whichever is first, after receipt of the appeal, meet with the aggrieved person and with representatives of the Association for the purpose of reviewing the grievance.
- c. The Committee shall, within ten (10) days after such meeting, render its decision and the reasons therefore in writing to the aggrieved person, with a copy to the Association President.

3. Level Three - Impartial Arbitration

- a. If the Association is not satisfied with the disposition of the grievance at Level Two, the Association may within five (5) days submit the grievance to arbitration by so notifying the Committee Chair in writing.
- b. The Chair of the Committee, and the Association President or a designee of each shall, within five (5) days after such written notice, jointly select a single arbitrator who is an experienced and impartial person of recognized competence.
- c. If the parties are unable to agree upon an arbitrator within five (5) days, the parties shall jointly request the services of the American Arbitration Association.
- d. The arbitrator selected shall confer promptly with representatives of the Committee, the Association and the aggrieved person and shall review the record of the prior meetings with the aggrieved person and other parties in interest as he/she shall deem requisite.
- e. The arbitrator shall, as soon as practicable, after his/her selection, render his/her decision in writing to all parties in interest setting forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement. The decision of the arbitrator shall be submitted to the Committee and the Association, and shall be final and binding on the parties, subject to judicial review. The cost of the arbitration shall be borne equally by the Committee and the Association.

F. Right of Employees to Non-Representation

When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all levels of the formal procedure. The employee's right to non-representation at any or all levels of the formal procedure shall be dominant.

G. Group Grievance

If in the judgment of the Association, a grievance affects a group of employees, the Association may submit the grievance in writing directly to the Superintendent.

H. Filing

All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

I. Forms

Forms for filing and processing grievances shall be prepared by the Superintendent and made available through the Association President.

J. Meetings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives, heretofore referred to in this Grievance Procedure.

ARTICLE 4 - EMPLOYEE RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict any employee such rights as he/she may have under the applicable laws of the State of Maine.
- B. Pre-employment references shall not be used in any disciplinary proceeding against any employee. Pre-employment references are not subject to review by the employee.
- C. 1. Whenever any employee is required to appear before the Committee, before any committee thereof, or before the Superintendent in a formal disciplinary meeting concerning any matter which could adversely affect the continuation of that employee in his/her position of employment, then he/she shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of his/her own choosing present to advise and represent him/her during such meeting.
2. Any suspension of an employee pending an investigation and determination by the Superintendent on the charges shall be with full pay and benefits.

- D. No employee who has completed the initial probationary period, as described in Article 8, shall be disciplined, nonrenewed or dismissed without just cause.
- E. The Superintendent shall notify the Association of any disciplinary action, non-renewal or dismissal.
- F. A grievance under this Article may be initiated at the Superintendent's level of the grievance procedure.
- G. Employees who are asked to meet with the Principal or Superintendent on a matter which could result in disciplinary action, at their discretion, may have an Association representative present during any such meeting. During a meeting between the Principal and/or Superintendent when the employee does not have a representative, the employee at his/her request may have a recess until the employee is able to obtain a representative from the Association.
- H.
 - 1. The terms of the employee's work agreement may be changed by the Superintendent to meet the needs of the District after meeting and consulting with representatives of the Association.
 - 2. In the event of an emergency situation (e.g., a student who is the sole purpose for the existence of the position leaves the system) which requires altering or eliminating that position, such changes will be consistent with the provisions of the Reduction in Force Article and/or the Involuntary Transfers and Reassignment Article.
- I.
 - 1. An employee shall have the right, upon written request, to review the contents of his/her personnel file and to receive a copy at Committee expense of any documents contained therein once per calendar year. An employee shall be entitled to have a representative of the Association accompany him/her during such a review.
 - 2. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review and initial the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer within ten (10) working days to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.
 - 3. By mutual consent between the employee and the Superintendent, any items contained in the employee's personnel file may be removed and destroyed.

ARTICLE 5 - ASSOCIATION PRIVILEGES

- A. Whenever any representative of the Association or any employee is mutually scheduled by the Association and the Committee or their representatives thereof, i.e., the President and the Superintendent, to participate during working hours in conferences or meetings, he/she shall suffer no loss of pay.
- B. The Association, representatives of the Association and their consultants shall be permitted to transact official Association business on school property at all reasonable times, provided that in the judgment of the building Principal this shall not interfere with or interrupt normal school operations. If the building concerned is not covered by a Principal, then it shall be in the judgment of the Superintendent.
- C. The use of school building(s) as per Section B above shall be limited to unscheduled employee's hours,
- D. The Association shall, at the Principal's discretion, have the use of certain pieces of office equipment as designated by the Superintendent when such equipment is not otherwise in use.
 - 1. The Association shall pay the Committee a maximum of fifty dollars (\$50.00) each year for the use of materials and supplies incident to such use.
- E. A representative of the Association may be invited to attend administrative meetings at the Superintendent's discretion.
- F.
 - 1. An employee who has the opportunity to serve in a professional Association capacity shall be granted up to one year's leave of absence without pay, unless such a leave will impose a hardship on the Committee. The employee shall notify the Committee of intent to serve in this capacity in writing. With the approval of the Committee and upon request of the employee, the leave of absence without pay may be renewed.
 - 2. A pool of five (5) days which may be used by an Association designee to meet with national, state, or local Association officials on matters which affect the Association shall be established. Such leave will be at the discretion of the Superintendent, but cannot be unreasonably denied.

ARTICLE 6 - RIGHTS OF THE COMMITTEE

The Association recognizes that except as specifically amended by the terms of this Agreement, the Committee retains all functions, powers, duties and authority vested in it by the applicable laws and policies of the Federal, State and Local governments or their subdivisions thereof. The Committee shall have the right to promulgate and enforce any rules or regulations which it considers necessary for the safe, effective and efficient operation of the schools so long as they are not inconsistent with this Agreement.

ARTICLE 7 - JOB DESCRIPTIONS

- A. All positions covered by this Agreement shall be established by the School Committee. In each case the School Committee will approve the broad purpose and function of the position and will cause to be prepared a job description covering qualifications, duties, normal working hours and other details pertaining to the positions. Each employee shall be provided with a written up-to-date job description.
- B. Employee lunch periods will not be considered part of the workday, unless mutual agreement between the administration and the employee is established. Employees who are on lunch duty, or are otherwise required to spend their lunch period in the cafeteria, will be entitled to lunch at no cost to the employee.
- C. Additional or overtime hours will be equitably distributed among regular employees according to their qualifications. Overtime will be paid after forty (40) hours worked at time and a half and must be approved by the administrator.
- D. Vacation and holidays will count toward the weekly regular hours total in determining overtime pay, but sick time will not be counted toward the initial weekly hours needed to warrant overtime.
- E. Employees called into work during an emergency shall be paid a minimum of three (3) hours,
- F. Work Days
 - 1. If an employee works his/her regular work hours during a scheduled early release student day, he/she shall be paid for all hours worked. If an employee is allowed to leave at the end of the shortened student day, he/she shall only be paid for actual hours worked.
 - 2. In the event of an unscheduled late start of a school day or an early release due to an unforeseen circumstance such as a storm, Educational Technicians shall suffer no loss of pay. Cooks, custodians, maintenance, and secretaries would have the opportunity to work that day or at a time in the future, so that they too would suffer no loss of pay. However, overtime may not be used to make up hours.
- G. Employees will submit time cards on a bi-weekly basis, as requested by the District. Employees' time cards will not be altered, in any way, without signed authorization from the employee.

ARTICLE 8 - PROBATIONARY EMPLOYMENT

- A. All new employees shall be subject to a probationary period of one work year during which time the employees will receive at least one written evaluation. If the employee's performance is judged satisfactory at the end of the probationary period, he/she will be

placed under a normal written contract and become a regular employee. If an employee's performance is judged unsatisfactory at any time during the probationary period, his/her employment may be immediately terminated at the discretion of the Committee.

- B. The Superintendent shall decide where new hires fall on the experience scale.

ARTICLE 9 - EMPLOYEE EVALUATION

- A. Evaluation of employees by administrators is an on-going continuous process from the time that an employee arrives at his/her place of work in the morning until he/she leaves his/her place of work at the end of the day, The primary purpose of evaluations is to help, aid, assist and support employees in the performance of their jobs while they are on the job.
- B. At the time that an administrator observes any negative actions of an employee in the performance of his/her duties, the administrator will inform the employee of any corrective action taken at the time, The corrective action taken by the administrator will be verbal in nature with a follow-up in writing, noting the date, time and place of the incident. All employees will receive a minimum of one (1) written evaluation during their work year unless the employee requests an additional evaluation.
- c. Employees shall be evaluated by the building Principal or administrator in charge and shall receive a copy of his/her written evaluation reports. A conference will be held by the evaluator and employee involved regarding each written report.

ARTICLE 10 - COMPLAINTS

Any complaint made against an employee by a parent, student, or other person which is to be used for disciplinary or evaluation purposes shall be brought to the attention of the employee and signed and dated within ten(10) working days *except* when such complaint involves a criminal matter and such disclosure would prejudice the investigation. The employee may submit a written rebuttal to the complaint within five (5) working days from receipt of the written decision.

ARTICLE 11 - SICK LEAVE AND OTHER TEMPORARY LEAVE

- A. Sick Leave
 - 1. Each employee shall be entitled to ten (10) days of paid sick leave per year, except for the custodial/maintenance staff hired prior to June 30, 2016 who shall be entitled to fifteen (15) days. Custodial/maintenance staff hired beginning July 1, 2016 shall be entitle to one (1) day per month of paid sick leave for a total of twelve (12) days. Unused sick leave will be cumulative up to ninety (90) days. Once the employee obtains the maximum accumulation, the employee shall continue to receive and use the annual sick leave entitlement. However, any unused annual entitlement shall not accumulate unless the employee's total

accumulation falls below ninety (90) sick leave days. Employees hired prior to June 30, 2016, who have accumulated more than 90 days shall have their accumulated sick leave frozen as of June 30, 2016 and may collect at separation according to the formulas specified in Article 12 — Retirement and Separation of Service.

2. Should the employee's employment status change, his/her accumulated sick leave time will be retabulated to reflect his/her current employment status.
 - a. For example, a full-time employee with 40 days of accumulated sick leave who becomes a half-time employee would have his/her accumulated sick leave retabulated to reflect 80 half days and vice versa.
3. After five (5) consecutive days of sick leave have been used by an employee, a physician's certificate may be requested by the Principal or Superintendent, and in such cases will be provided.
4. The Superintendent may request a health care provider's certificate for any employee whose absenteeism may indicate abuse of sick leave.
5. After taking sick leave, the employee shall give the reason hereof in writing on a form provided by the Superintendent.
6. Sick leave time shall not be permitted for elective surgery and its recuperative time, i.e., surgery performed at a time selected by the employee if, in the opinion of the physician, the surgery could have been scheduled during non-school time without being detrimental to the employee's health.
7. Sick leave shall not be permitted for dental care of a non-emergency nature.
8. The Superintendent may allow sick leave to be used for dental or medical care of a non-emergency nature which constitutes an unusual circumstance, i.e., one in which the practitioner believes it is imperative that the procedure be done and cannot be scheduled for a non-work time or that it is at a great enough distance from school that the last regularly scheduled time of the practitioner would make it impossible to arrive on time for the scheduled appointment.
9. This provision may be used for family members specified in Section E, provided the restrictions of Section F are maintained.

B. Sick Leave Bank

1. A Sick Leave Bank shall be established by the Committee of the Greenville School Department for all members of the staff covered by this contract,
2. The purpose of the Sick Leave Bank is to provide sick leave days to a member due to an extreme illness or accident when a member's sick leave time has been used up.
3. The intent is that the days will only be used for the member's own illness or accident.
4. At the beginning of each school year (no later than September 30) if the Sick Bank is less than one hundred and fifty-five (155) days, each member covered by this contract, who desires to participate in the Sick Bank, must contribute one (1) day

to the Bank. Application to the Bank will be made on a form supplied by the Superintendent's office.

5. Any member who does not become a member of the Bank within one (1) month of initial employment as a staff member under this contract, shall not be eligible for participation in the Bank except at the beginning of an open enrollment period of one (1) month at the beginning of the school year.
6. A support staff member who wishes to join the Bank during the open enrollment period shall pay one (1) sick leave day into the bank and shall, in addition, pay one (1) day of sick leave per year, for each year he/she was eligible to be a member of the Sick Bank but did not choose to become a member.
7. New support staff members shall become members of the sick leave bank by contributing one day into the bank within 30 days of hire. Support staff under this contract will not be eligible to draw days from the Sick Bank until his/her own sick leave is exhausted. Support staff shall make application for sick leave from the Bank to the President of the Association and the Superintendent of Schools. If the request is granted by the President of the Association and the Superintendent, they shall determine the number of Sick Leave Bank days to be authorized. The Superintendent shall cause the authorized days to be deducted from the Bank and the member to be paid at the discretion of the Association President and Superintendent. Unused Sick Leave Bank days shall continue from year to year.

C. Pregnancy Disability

Pregnancy disability will be treated as any other sick leave.

D. Accumulated Sick Leave Statement

The Superintendent shall provide a written statement to every employee at the beginning of the school year indicating the total of his/her sick leave credit, on or before October 1st.

E. Bereavement

1. Bereavement leave, in addition to sick leave, without loss of pay shall be as follows:
 - a. Absence necessary because of death in the immediate family to include spouse, father, mother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, brother and sister-in-law, child, grandchild or grandparent, not to exceed five (5) days in any one instance.
 - b. Absence necessary for the funeral of other relatives or friends, to be limited to one (1) day for each instance.
 - c. It is understood that bereavement leave is granted for the purpose of allowing employees to attend the services held for the decedent or to manage the details relating to the service, burial and/or estate of said decedent.

F. Illness in the Family

1. Sick leave may be used because of accident or illness to members of the immediate family (as defined in E(1)(a) above), not to exceed five (5) days in succession for any one incident. The Superintendent may, at his/her discretion, extend the days allowed beyond five (5).
2. The provisions of the Federal Family and Medical Leave Act shall be adopted by the Committee, notwithstanding any eligibility requirements of that Act pertaining to numbers of employees.

G. Workers Compensation

All support personnel are covered by Workers Compensation and sick leave days provided by the District. In case of injury covered under the Workers-Compensation Act, an employee will receive from his or her accumulated sick leave the difference between the amount of his/her net regular pay and the amount received as Workers Compensation. The difference shall be charged on a pro rata basis to the employee's accumulated sick leave and shall cease when the employee's sick leave is exhausted.

H. Personal Leave

Two (2) days annually without loss of pay shall be granted by the Superintendent. In an emergency, the building Principal shall grant personal leave in the Superintendent's absence.

1. Personal leave can be used to extend a scheduled school year vacation.

- a. The Superintendent may limit the number of employees taking leave under H.1

I. Jury Duty

When time necessary for jury duty is completed, the employee shall submit a statement of income as a juror to the Superintendent. The School System shall pay the difference between his/her wages as support staff and pay received as a juror. Travel reimbursement paid to jurors is not subject to this provision. Support staff shall not directly or indirectly submit his/her name for jury duty.

J. Military Leave

Military leave shall be granted pursuant to federal and state law.

K. Other Temporary Leave

Other temporary leave with or without pay and benefits may be granted at the Superintendent's discretion.

ARTICLE 12 - RETIREMENT AND SEPARATION OF SERVICE

A. Separation of Service.

- 1. Upon leaving the school system for separation of service, employees shall be eligible for one of the following options set forth in subparagraph I (a) below:

- a. Employees who have worked for the Greenville School System for ten (10) or more consecutive, uninterrupted years will be eligible to be paid for unused sick leave upon leaving the system according to the following conditions:
 - 1. Full time custodians-maintenance hired prior to June 30, 2016 will be paid \$14.00 per day for each day of unused sick leave up to a maximum of one hundred (100) days. Custodial employees hired as of July 1, 2016 shall be paid \$14.00 per day for a maximum of ninety (90) days.
 - 2. Other full time employees will be paid \$14.00 per day for each day of unused sick leave up to a maximum of seventy-two (72) days.
 - 3. Employees must formally notify the Committee in writing of their intent to separate fourteen (14) calendar days prior to the date of separation to be eligible for this benefit.

B. Retirement.

1. One (1) of the following options (I(a)(1)) thru (I(a)(3)) may be chosen by eligible employees retiring:
 - a. Employees who have worked for the Greenville School System for ten (10) or more consecutive, uninterrupted years, will be eligible to be paid for unused sick leave upon leaving the system according to the following conditions:
 1. Full time custodians-maintenance hired prior to June 30, 2016 will be paid \$14.00 per day for each day of unused sick leave up to a maximum of one hundred (100) days. Custodial employees hired as of July 1, 2016 shall be paid \$14.00 per day for a maximum of ninety (90) days.
 2. Other full time employees will be paid \$14.00 per day for each day of unused sick leave up to a maximum of seventy-two (72) days.
 3. Any employee hired prior to June 30, 2016 whose frozen accumulated sick leave days as of June 30, 2016 exceeded one hundred thirty (130) days will be paid a per diem rate (salary divided by the number of days in the final year) for up to thirty (30) days of unused sick leave days beyond one hundred thirty (130) accumulated sick leave days. Pay will be included in the employee's final paycheck during his/her final year.
 - (a) This provision shall be implemented only if the School Department is not responsible for any assessment by the Maine Public Employees Retirement System due to payments under this subsection being categorized as early retirement incentives.
 - b. Employees must formally notify the Committee in writing of their intent to retire thirty (30) calendar days prior to the date of retirement to be eligible for this benefit.
 - c. In the event that an employee should die and would otherwise have qualified for either of options (1.a.1) thru (1.a.3), then the Committee agrees to pay the employee's beneficiary those benefits that he/she would be entitled.
 - d. In the event that an employee leaves his/her position through the Reduction in Force provision and thereby chooses to retire, the Committee agrees to pay those benefits that he/she would otherwise be entitled to in either option (1.a.1) thru (1.a.3) above. In the event that funds are not available to pay these benefits in the budget year in which the Reduction in Force is made, the payment may be deferred until the first pay date in July.

- e. Retirement shall be defined as separation from employment by an employee who is eligible to immediately receive service retirement benefits under his/her applicable retirement plan.
- C. Notice of intent to retire or separate from service shall be irrevocable unless mutually agreed upon by the Committee and the Association.
- D. Retirement provisions shall be in accordance with FICA and Maine Public Employees Retirement System regulations.

ARTICLE 13 - EXTENDED LEAVES OF ABSENCE

Other extended leaves with or without pay and benefits may be granted by the Committee in its discretion and upon the Superintendent's recommendation, under such terms and conditions as it may determine.

ARTICLE 14 - INSURANCE PROTECTION

A. Health

1. The Committee will make available health insurance coverage through MEA Benefits Trust Anthem Health Insurance. The School Committee will pay:

Single	100% of premium for Choice +
Adult w/ Child	75% of premium for Choice +
Two Person	75% of premium for Choice +
Family	75% of premium for Choice +

2. Employees who choose not to enroll in the district sponsored insurance plan will be paid 50% of the cost savings to the district each year of non-enrollment.
3. Married employees must choose the most cost effective plan if choosing any plan other than single.
4. Committee contributions for coverage greater than single shall be determined by marital status and dependents thereof
5. For a couple who are both employed by the Greenville School Department, the Committee shall contribute 100% of the cost of the premium for the Choice + plan for the option in which the couple or any dependents are enrolled. The couple will be responsible for paying the first percent of the premium increase each year as explained in Article 14.

- B. Employees who are covered under both ESP and Teacher Collective Bargaining Agreements

An employee who is employed and/or covered under both the Support Staff Agreement and the Teacher Agreement, whose total regularly scheduled hours in both bargaining units constitutes one half (1/2) day or more, shall be entitled to the same benefits afforded under the Agreement in which he/she is working the majority of the time, with the level of benefits determined by the total hours worked in both bargaining units.

In the event of equal time under both Agreements, the employee may elect coverage under either Agreement.

- C. Dental

The Committee will pay full dental insurance coverage through MEA - Delta Dental Plan V at the single subscriber rate.

ARTICLE 15 - VACANCIES

- A. Notice of all job vacancies within the bargaining unit shall be posted in the teachers' room and given to employees by the administrator in charge. As a courtesy, if a vacancy occurs during the summer recess, employees shall be notified by the District's website and the District's phone alert system. Following the posting of such notice in the teachers' room, employees who wish to apply for the open position will have five (5) days, exclusive of Saturdays, Sundays, legal holidays and storm days, to file an application which shall be in writing and forwarded to the administrator in charge.
- B. Current non-probationary employees who apply for a vacancy within this bargaining unit will be granted an interview and will be given first consideration based upon their authorization or certification, job performance, and the needs of the position prior to the consideration of any applicants outside of the bargaining unit. The Superintendent shall decide on the applicant to be selected.

ARTICLE 16 - INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. When an involuntary transfer or reassignment is deemed by the Superintendent to be desirable for the best interests of the Greenville School System, the determination of the employee to be transferred or reassigned shall be made on the basis of the qualifications

of the employee in comparison to other employees available and the value of his/her present contribution compared with the possible value in the new position.

- B. The Superintendent shall provide an employee involuntarily transferred or reassigned specific reasons in writing for the involuntary transfer or reassignment within five (5) days of the Superintendent's decision to take such action and prior to the new assignment or transfer taking effect. He/she shall also meet with the affected employee who may have a representative of the Association with him/her within five (5) days of the decision.

ARTICLE 17 - REDUCTION IN FORCE

- A. In case the Committee determines that a reduction in force is necessary in a given area (i.e., food services, custodial, secretarial, educational technicians) the following factors of equal weight shall be used for determining criteria for retention:

Seniority,

Performance through the evaluation process, and

Experience

- B. Performance

Criteria used to evaluate employees (present job descriptions.)

- C. Seniority

1. A seniority list shall be established listing all employees covered by this Agreement according to their work areas (i.e., food services, maintenance, custodial, secretarial, educational technicians,) Seniority shall be based upon the employee's latest date of hire as an employee in the Greenville School System.
2. On or about the beginning of each school year the Superintendent shall provide each employee with a list and post on employee bulletin boards showing the seniority of each employee in the bargaining unit. Within ten (10) working days after the posting of the seniority list, the Association President or designee shall notify the Superintendent in writing if there is a disagreement with the seniority list. The Superintendent and the Representative of the Association shall meet within five (5) working days to resolve any disagreement. Absent agreement, a grievance may be filed pursuant to the grievance procedure.
3. The laid off employee shall have first refusal for recall for a period of twenty-four (24) months from the effective date of his/her lay off to fill any vacancy within the employee's laid off classification for which the employee is qualified. If the

employee refuses such recall, the employee shall forfeit his/her right to reemployment in the Greenville School System.

4. If a vacancy within the bargaining unit exists outside of the employee's laid off classification during the recall period, the employee shall be notified in writing at the employee's last known address. If the employee applies for the vacancy, the employee shall be given first consideration pursuant to Article XV - Vacancies, Section B above. If selected, the employee must serve the required probationary period and does not forfeit his/her recall rights described in paragraph 3 above.
5. All benefits to which the employee was entitled to at the time of his/her layoff, including unused accumulated sick leave, will be restored to him/her upon his/her return to active employment in either the recalled position or the new job classification, and he/she will be placed on the proper step of the salary schedule for his/her current position according to his/her experience.

D. Experience

This includes the variety and length of work experiences of the employee which relate to the job,

ARTICLE 18 - DUES CHECK-OFF

- A. The Committee agrees to deduct from employee's salaries in equal installments money for local, state and/or national dues as said employees individually and voluntarily authorize the Committee to deduct. Monies so deducted will be transmitted to the Association Treasurer. An employee may pay unified dues in one payment if he desires.
- B. The Association shall certify to the Committee in writing the current annual rate of local, State and National Association dues.
- C. The Association shall indemnify and hold harmless the Committee and its employees or agents for all claims or suits of any nature which may arise by reason of said dues, deductions and the sending of the same to the Association.

ARTICLE 19 - SEVERABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except for the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 20 - WORKING OUT OF CLASS

When an employee under this Agreement works in a higher job classification than his/her current classification on a temporary basis for more than five (5) consecutive days, he/she shall be paid at the rate of the higher classification beginning on the sixth day that he/she worked out of class.

ARTICLE 21 - SUPPORT STAFF WAGE SCALES

- A. Hourly wage employees will make step changes when appropriate on the anniversary of their date of hire.
- B. Hourly wage employees who move from one job description to another in related areas (example - custodian to maintenance) will be placed on the experience level in the new job that will cause them to suffer no loss in pay.
- C. Employees moving to a lower paid related position will be paid at his/her current rate until the new job classification rate surpasses his/her current wages.
- D. Maintenance-custodian personnel assigned to work the second shift during the school year will be paid an additional thirty cents (\$.30) per hour while working the second shift. Second shift is defined as beginning at 3:00 PM.
- E. The school system will provide each regularly employed custodian - maintenance person with annual work clothing allowance of \$250
- F. Any person who works in two or more categories shall be paid on a prorated basis according to the time worked in each category.
- G. Hourly Wages: See attached salary schedules for 2019 - 2022.

ARTICLE 22 - VACATION

- A. Vacation time will be accrued on the fiscal year, July 1st. Individuals hired during the school year will have their vacation days prorated.
- B. For the purpose of determining paid vacation days, steps shall be defined as follows for all employees:

STEP	CONSECUTIVE YEARS EMPLOYED BY GREENVILLE SCHOOLS	VACATION DAYS
1	0-2	5
2	3-6	9
3	7-10	13
4	11+	17

- C. Each custodian covered by this Agreement shall be entitled to paid vacation according to the following formula: Custodians $\frac{\text{Step} \times 260}{52}$

- D. No employee with a scheduled work year of less than fifty-two (52) weeks will be paid vacation pay for scheduled workdays except in the case that allowable vacation days exceed nonscheduled workdays.
- E. All vacation time to be taken during an employee's normally scheduled work time will be arranged and approved by the Superintendent of Schools, All requests should be in writing at least one (1) week prior to the requested period. The Superintendent can at his/her discretion grant emergency leave from accumulated vacation time. A payment schedule for vacation days will be determined by the Superintendent.
- F. School Year employees (those that are employed for the traditional school year (September thru June)) may use their vacation allotments within the employee year that it is earned to receive pay for non-paid school vacations that occur during the school year.

Employees electing such usage must pay back the School Committee, through payroll deductions or otherwise, any vacation time used but not earned in the event that the employee leaves the employment of the Greenville School Department for any reason. School Year employees may use earned vacation time during the summer vacation and such vacation time shall be paid on the last paycheck in June.

- G. A maximum of one (1) week of vacation time can be extended into the year beyond the employee's anniversary date. Vacation in excess of one (1) week that is not expended during the current employee year will be forfeited unless an emergency situation beyond the control of the employee prevents the employee from taking vacation when planned.
- H. Up to two (2) weeks of accumulated vacation time may be taken consecutively by a custodian. Vacation leave for custodians must be approved by the Superintendent and Maintenance Supervisor. Vacation will be determined in a fair and equitable manner.
- I. In the event of severance, an employee shall only be entitled to paid vacation in proportion to the amount of days worked for the work year.
- J. Employees shall receive the following holidays with pay if they fall within the employee's scheduled work year. For the purpose of this section, scheduled work year shall be defined as the period beginning with the first scheduled workday of the school fiscal year. Employees will be paid for holidays that fall within an administratively scheduled work period even if that period is not within the regularly scheduled work year of the employee.

July 4	Christmas Day
Labor Day	New Year's Day
Indigenous People's Day	Martin Luther King Day
Veteran's Day	Presidents' Day

Thanksgiving Day

Patriots' Day

Day after Thanksgiving

Memorial Day

- K. Per diem pay for holidays and vacation days will be determined by multiplying the employee's normal hours per day x the employee's normal hourly wage.

ARTICLE 23 - TRAINING PROVISIONS

- A. Educational Technicians shall be reimbursed for up to one (1) three (3) credit undergraduate course per contract year, at the University of Maine rate, for college courses germane to the educational technician's job responsibilities. The School Committee will offer training that is germane to support staff positions during workshop days.

- B. Employees taking courses, of their own volition, approved by the Superintendent will have those courses reimbursed on a third party billing basis. Failing to pass such course(s) will result in the employee reimbursing the school department for all related expenses such as tuition, fees, texts, etc.

- c. Fingerprinting and/or Criminal Records Fees

As of the effective date of this Agreement, any fees paid prospectively by an employee for fingerprinting and/or criminal records check shall be reimbursed by the School Committee.

- D. Recertification Fees

After an employee obtains non-probationary status within the Greenville School System, the School Committee shall pay any recertification fee for the employee's professional certificate/license required by the School Committee related to the employees job responsibilities.

ARTICLE 24 - ELIGIBILITY FOR BENEFITS

- A. All persons covered by this Agreement and working more than twenty-five (25) hours/week shall be considered full time employees and thus entitled to the benefits afforded all full time employees. Furthermore, all persons referred to above and employed as of June 30, 1994, shall be "grandfathered" as full time employees if they continue to be employed half time or more in subsequent years based on a thirty-two (32) hour week.
- B. Persons not employed as full time employees will be entitled to benefits, prorated, based on a thirty-two (32) hour week. Employees working less than sixteen (16) hours/week will not be eligible for insurance.

ARTICLE 25 - ANNUAL AGREEMENT REVIEW

- A. Upon written request by either party, the Committee, Administration, and an Association delegation will organize a meeting to be held on or before thirty (30) days from receipt of the request for the purpose of reviewing this Collective Bargaining Agreement, in its entirety. New Committee members, new administrators, and new employees will be strongly encouraged to attend by their respective organizations or by the Superintendent if the employee does not belong to the Association.
- B. The intent of this Article is to educate new employees, administration, and committee members so there will be a common understanding of the terms of this Collective Bargaining Agreement and to reduce the conflict that arises when that common understanding does not exist.

ARTICLE 26 - MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be available to employees on the District's in-house computer network and a hard copy is available to any employee upon request to the Superintendent's office.
- B. Whenever any notice is required to be given by either of the parties to this Agreement, pursuant to the provision of this Agreement, written notification will be sent as follows:
 - 1. If by the Association, to the Committee Secretary and a copy to the Committee Chair.
 - 2. If by the Committee, to the Association President and a copy to the Secretary and the Chief Negotiator.
- C. An individual contract between the Committee and an individual support staff member shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. Both parties agree that this Agreement is the entire Agreement and terminates all prior agreements and understandings. It is further understood that either party to the Agreement may renegotiate any part of the contract or negotiate new wording as long as both parties mutually agree to do so,
- E. This Article in no way eliminates the responsibility of the Committee to meet and consult on matters of educational policy, or to negotiate the impact of the application of an education policy on working conditions.
- F. Conditions and benefits of employment of all support staff members shall be maintained during the term of this Agreement at no less than the level in effect at the time of the effective date of this Agreement unless modified by a specific provision of the Agreement.

ARTICLE 27 - RATIFICATION BY BOTH PARTIES

Agreements made by and between the negotiations committee of the parties shall be subject to confirmation and ratification by the Committee and the Association.

ARTICLE 28 - DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2019 and shall continue in effect until June 30, 2022 subject to the Association's right to negotiate over a successor Agreement as provided in Article II. Pursuant to 26 M.R.S.A, 964-A, the static status quo of the terms of this Agreement shall continue including the grievance procedures until such time as the successor collective bargaining agreement has been ratified.
- B. In witness whereof, the parties hereto have caused this Agreement to be signed by their authorized representatives.

GREENVILLE EDUCATION
ASSOCIATION

GREENVILLE SCHOOL
COMMITTEE

By _____

Negotiator

By _____

Superintendent

By _____

Negotiator

By _____

Chairman

By _____

Negotiator

By _____

President

2019-2022 SUPPORT STAFF SALARY SCHEDULE

Step are given according to experience as follows

Step	Experience
1	0
2	1-2
3	3-4
4	5-9
5	10-14
6	15-19
7	20+

Maintenance (Hired prior to June 30 2016)			
Step	19-20	20-21	21-22
1	\$17.13	\$17.98	\$18.52
2	\$18.21	\$19.12	\$19.69
3	\$18.73	\$19.67	\$20.26
4	\$19.26	\$20.22	\$20.83
5	\$19.80	\$20.79	\$21.42
6	\$20.36	\$21.38	\$22.02
7	\$20.92	\$21.96	\$22.62

Assistant Head Cook			
Step	19-20	20-21	21-22
1	\$12.79	\$13.43	\$13.83
2	\$13.00	\$13.65	\$14.06
3	\$13.21	\$13.87	\$14.29
4	\$13.74	\$14.43	\$14.86
5	\$14.27	\$14.98	\$15.43
6	\$14.87	\$15.61	\$16.08
7	\$16.07	\$16.87	\$17.37

Custodian (Hired prior to June 30 2016)			
Step	19-20	20-21	21-22
1	\$16.32	\$17.13	\$17.65
2	\$17.38	\$18.25	\$18.79
3	\$17.88	\$18.78	\$19.34
4	\$18.35	\$19.27	\$19.85
5	\$18.87	\$19.81	\$20.41
6	\$19.38	\$20.35	\$20.96
7	\$19.95	\$20.95	\$21.58

Cook			
Step	19-20	20-21	21-22
1	\$12.47	\$13.10	\$13.49
2	\$12.68	\$13.32	\$13.72
3	\$12.83	\$13.47	\$13.88
4	\$13.36	\$14.02	\$14.44
5	\$13.84	\$14.53	\$14.97
6	\$14.47	\$15.19	\$15.65
7	\$14.97	\$15.72	\$16.19

Maintenance/Custodian (Hired after July 1 2016)			
Step	19-20	20-21	21-22
1	\$12.44	\$13.06	\$13.46
2	\$12.97	\$13.62	\$14.02
3	\$13.60	\$14.28	\$14.71
4	\$14.49	\$15.21	\$15.67
5	\$15.75	\$16.54	\$17.03
6	\$16.22	\$17.03	\$17.54
7	\$16.38	\$17.20	\$17.71

Secretary			
Step	19-20	20-21	21-22
1	\$14.57	\$15.30	\$15.76
2	\$15.36	\$16.13	\$16.61
3	\$16.18	\$16.99	\$17.50
4	\$16.85	\$17.70	\$18.23
5	\$17.55	\$18.42	\$18.98
6	\$18.94	\$19.89	\$20.49
7	\$19.45	\$20.42	\$21.03

Educational Technician I			
Step	19-20	20-21	21-22
1	\$13.32	\$13.99	\$14.41
2	\$13.56	\$14.23	\$14.66
3	\$13.73	\$14.42	\$14.85
4	\$14.84	\$15.58	\$16.05
5	\$15.26	\$16.02	\$16.50
6	\$15.68	\$16.46	\$16.95
7	\$16.13	\$16.93	\$17.44

Educational Technician II			
Step	19-20	20-21	21-22
1	\$13.56	\$14.23	\$14.66
2	\$13.73	\$14.42	\$14.85
3	\$14.84	\$15.58	\$16.05
4	\$15.26	\$16.02	\$16.50
5	\$15.68	\$16.46	\$16.95
6	\$16.13	\$16.93	\$17.44
7	\$16.57	\$17.40	\$17.92

Educational Technician III			
Step	19-20	20-21	21-22
1	\$13.73	\$14.42	\$14.85
2	\$14.84	\$15.58	\$16.05
3	\$15.26	\$16.02	\$16.50
4	\$15.68	\$16.46	\$16.95
5	\$17.18	\$18.04	\$18.58
6	\$17.62	\$18.50	\$19.05
7	\$18.11	\$19.02	\$19.59